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UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In re:

DWIGHT C. MILLARD and SANDRA
PAGE MILLARD,

**STANTON PARK DEVELOPMENT,
INC.,**

CARSON CITY PLAZA, LLC,

Joint Debtors.

CASE NO.: BK-N-11-50677-gwz (LEAD)
Chapter 11 Cases Under Joint Administration

CASE NO.: BK-N-11-50438-gwz

CASE NO.: BK-N-11-50439-gwz

**STANTON PARK DEVELOPMENT, INC.'S
FIRST AMENDMENT TO THIRD AMENDED
CHAPTER 11 PLAN OF REORGANIZATION**

Hearing Date: March 5, 2013

Hearing Time: 2:00 p.m.

Debtor and Debtor in Possession, STANTON PARK DEVELOPMENT, INC., hereby amends its *Third Amended Chapter 11 Plan of Reorganization of Stanton Park Development, Inc.*, filed herein on December 7, 2012 [Dkt. #379] (the "Plan") as follows:

A. Amendment To Treatment of Class 1-A (Carson City Treasurer)

All provisions of the Plan regarding the treatment of the Class 1-A claim of the Carson City Treasurer are deleted and replaced in their entirety with the following:

The allowed Class 1-A secured claim of the Carson City Treasurer shall be in the amount of \$431,737.26, shall retain its lien and shall be paid in full. Class 1-A shall be paid in full with interest at 10% per annum, through 84-monthly payments of \$7,167.35, commencing on the 5th day of the 1st month following the Effective Date of the Plan and continuing on the 5th day of each

month thereafter, for a total period of 84-months.

B. Amendment to Treatment of Class 3 – BB&T

Section 4.3 of the Plan is deleted and replaced in its entirety with the following:

4.3 Class 3 (BB&T)

The Class 3 Claim of BB&T (note and second deed of trust) timely elected for treatment of its claim pursuant to §1111(b), which entitles BB&T to: (1) retain its 2nd priority lien in the full amount of its claim; and (2) receive payments with a present value of \$1,244,769 and with deferred cash payments totaling \$2,574,950.

In accordance with §1111(b), commencing on the fifth (5th) day of the first (1st) month following the Effective Date of this Plan, and continuing on the fifth (5th) day of each third month thereafter, Debtor shall make quarterly payments to Class 3 as follows: (1) 28-quarterly payments of \$3,000; (2) followed by 12-quarterly payments of \$29,000; (3) followed by 20-quarterly payments of \$39,000; (4) followed by 20-quarterly payments of \$68,151.

BB&T shall reasonably cooperate to allow the Debtor to obtain financing secured by a first priority deed of trust against Class 3 collateral. In this regard, BB&T shall subordinate its claim to any refinance loan taken out by Debtor to payoff BB&T's Class 2 Claim.

In the event of a default by the Debtor under the Plan, and in the event Debtor fails to cure such default within fifteen (15) business days after delivery of notice to the Debtor and to Debtor's counsel, the Class 3 claimholder shall be entitled to enforce all of the terms of the Class 3 Loan Documents, in addition to all rights available under Nevada law, including, without limitation, foreclosure its collateral and the opportunity to credit bid the entire amount the Allowed Class 3 Secured Claim at any foreclosure sale.

C. Amendment To Treatment of Class 10 – General Unsecured Creditors

Section 4.10 Debtor is deleted and replaced in its entirety with the following:

4.10. Class 10 (UNSECURED CREDITORS)

Each allowed Class 10 General Unsecured Creditors shall receive a total combined distribution equal to twenty-five percent (25%) of each Allowed Class 10 General Unsecured Claim. It is estimated that a total combined payments of \$963,750 will be necessary to pay 25% of

each allowed Class 10. This 25% dividend shall be paid to Class 10 over 180-months, with quarterly payments commencing on the Effective Date, and continuing on the first day of each third full month thereafter. During the first 120-months following confirmation, the Allowed Class 10 Unsecured Creditors shall receive quarterly pro rata disbursements of \$11,500.00. Then, for a period of followed by quarterly pro rata disbursements of \$31,000.00, until each general unsecured creditors receives 25% of their allowed claim, which is estimated to occur one hundred and eighty months after the Effective Date of the Plan. Any portion of a Class 10 Claim not paid by this Plan shall be forever discharged and unenforceable against the Debtor.

D. Funding Plan On Modified Terms

8.3 Means of Implementing and Funding the Plan

(i) Funding The Plan

The payments required under the Plan will be funded by the rental income generated from the respective real properties. Debtor projects that it will continue to have income consistent with the average income established during the 23-months of this case. As detailed in its Monthly Operating Reports, during this Case the Debtor's monthly income has averaged \$92,659.

In addition to ongoing monthly rental income of \$92,600, Debtor shall receive \$3,000 per month from Gordon Park Apartments, in accordance with its Plan of reorganization. This brings Debtor's projected gross monthly income during the term of the Plan to \$95,600. Of this amount, Stanton Arms Apartments is projected to generate approximately \$79,000 per month, taking into account unforeseen vacancies. The Eagle Highlands Condos should generate approximately \$8,100 per month, and Debtor's individual rental properties will combine total of \$5,500 per month. With the \$3,000 per month from Gordon Park Apartments, Debtor projected monthly income is \$95,600, which will be used to fund the Debtor's operating expenses and plan obligations. Debtor's combined monthly operating expenses are projected to average a total of \$44,090 per month, leaving the Debtor with a total of \$51,510 per month to fund payments required by the Plan. A more detailed analysis of Debtor's projected income and operating expenses post confirmation is below:

Monthly Income/Expenses	Stanton Arms Apartments	Eagle Highlands Condos	Single Family Rental Properties
Rental Income	\$79,000	\$8,100	\$5,500
<i>Expenses:</i>			
Maintenance & Management	\$12,500	\$1,500	\$1,000
Power	\$300	\$25	\$45
Gas	\$25	\$25	\$45
Water/Sewer	\$5,000	\$100	\$250
Property Taxes	\$7,000	\$950	\$500
Insurance	\$1,750		\$425
Waste Management	\$2,000		
Association Fees		\$2,600	
Supplies and Subcontractors	\$6,000	\$1,000	\$1,000
Total Expenses	\$34,575	\$6,250	\$3,265
Available To Fund Plan	<u>\$44,425</u>	<u>\$1,850</u>	<u>\$3,235</u>

Debtor will use the \$51,510 to pay Debtor's monthly plan obligations, beginig at a high combined total of \$50,855, but decreasing to \$49,657 per month during the life of the Plan:

Class	Monthly Plan Payments			
	Year 1-7	Years 8-10	Years 11-15	Years 16-20
Class 1	\$8,000	\$831	\$0	\$0
Class 2	\$28,325	\$28,325	\$22,107 ¹	\$22,107
Class 3	\$1,000	\$9,667	\$13,000	\$22,717
Class 4	\$2,179	\$2,179	\$0 ²	\$0
Class 5	\$595	\$0 ³	\$0	\$0
Class 6	\$1,235	\$0	\$0	\$0
Class 7	\$4,560	\$4,833 ⁴	\$4,833	\$4,833
Class 8	\$721	\$721 ⁵	\$0	\$0
Class 9	\$405	\$405	\$0	\$0
Class 10	\$3,835	\$3,835	\$10,333	\$0
Total:	<u>\$50,855</u>	<u>\$50,706</u>	<u>\$50,273</u>	<u>\$49,657</u>

¹ This projected payment is based on the Debtor obtaining take out financing based on a projected loan amount of \$3,600,000 repaid over 25-years at 5.5% interest.

² Debtors will sell the Class 4 collateral within 10-years.

³ Debtors will sell the Class 5 collateral within 5-years.

⁴ The Class 6 Claim has a 7-year balloon payment, which is estimated to be in the amount of \$787,000. Debtor projects refinancing this balance and projects payments based on a 25-year amortization at 5.5% interest.

⁵ Debtors will sell the Class 8 collateral within 10-years.

1 Debtor reserves the right to further amend its Plan in writing, or orally at the hearing on
2 confirmation of the Plan.

3 DATED this 26th day of February, 2013.

4 DARBY LAW PRACTICE, LTD.

5 /s/ *Kevin A. Darby*

6 By: _____

7 KEVIN A. DARBY, ESQ. (#7670)

8 Attorney for Debtors
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